In the Supreme Court
OF THE
United States

OCTOBER TERM, 1973

No. 72-1566

GRANNY GOOSE FOODS, INC., a corporation, SUNSHINE BISCUITS, INC., a corporation, and STANDARD BRANDS, INC., a corporation,
Petitioners,

vs.

BROTHERHOOD OF TEAMSTERS & AUTO TRUCK DRIVERS, LOCAL 70 OF ALAMEDA COUNTY, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA,
Respondent.

On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

REPLY BRIEF FOR THE PETITIONERS

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I

RESPONDENT'S BRIEF RAISES ADDITIONAL ISSUES, NOT PRESENTED TO THE COURT BELOW, WHICH CANNOT PROPERLY BE CONSIDERED HERE

Respondent in its Brief raises certain issues which it did not present to the Court of Appeals. Thus, Re-

spondent argues (Brief p. 18) that the district court's order denying Respondent's motion to dissolve the removed temporary restraining order did not constitute the granting of a preliminary injunction because the order was too vague to support the district court's subsequent criminal contempt order. Yet at no time either during the hearing on Petitioner's motion for contempt or during the proceeding in the Court of Appeals did Respondent contend that it was unable to understand the terms of the restraining order.

Further, Respondent contends (Brief pp. 17, 39) that the district court's denial of the motion to dissolve the removed order did not in effect convert that order into a preliminary injunction because no findings of fact and conclusions of law were filed in support of the court's order denying the motion. Respondent has not previously challenged the continuing effectiveness of the restraining order on the ground that the district court did not make such findings or conclusions, nor has Respondent ever contended that the basis of either the state court restraining order or the district court's order denying the motion to dissolve was unclear.

Respondent contends (Brief pp. 30-31) that the provisions of the Norris-La Guardia Act apply to the restraining order in this case, and that *Boys Markets v. Retail Clerks Union*, 398 U.S. 235 (1970), which exempts certain actions under Section 301 of the Labor-Management Relations Act from the scope of the Norris-La Guardia Act, does not apply to this case. If in fact this is not a *Boys Markets* case, then the district court should have granted Respondent's

motion to dissolve the removed restraining order. However, Respondent did not raise that issue on appeal from the judgment of contempt, but presents it for the first time here.

Further, Respondent contends that even if *Boys Markets* is applicable to this case, *Boys Markets* does not exempt the restraining order from the procedural limitations of Section 7 of the Norris-La Guardia Act (Brief pp. 31-32). This contention is an obvious attempt to relitigate the scope of the *Boys Markets* decision, another issue not raised on appeal and not properly before this Court.

Respondent's attempt to bring before this Court on writ of certiorari additional issues not raised below contravenes the express provisions of Rule 40 1.(d) (2) and (3) of the Supreme Court Rules, 28 U.S.C. Rule 40 1.(d)(2) provides as follows:

> *"The phrasing of the questions need not be identical with that set forth in the jurisdictional statement or the petition for certiorari, but the brief may not raise additional questions or change the substance of the questions already presented in those documents. Questions not presented according to this paragraph will be disregarded,* save as the court, at its option, may notice a plain error not presented." [Emphasis added.]

Rule 40 3. provides that:

> *"The brief filed by an appellee or respondent shall conform to the foregoing requirements,* except that no statement of the case need be made beyond what may be deemed necessary in correcting any inaccuracy or omission in the state-

> ment of the other side, and except that items (a), (b), (c) and (d) need not be included unless the appellee or respondent is dissatisfied with their presentation by the other side." [Emphasis added.]

Thus, Rule 40 clearly prohibits the respondent, as well as the petitioner, from raising additional questions not raised in the court below.

This Court has accordingly held that it will not consider questions raised for the first time in the briefs on writ of certiorari. *J. I. Case v. Borak,* 377 U.S. 426, 428-429 (1964); *Irvine v. California,* 347 U.S. 128, 129-130 (1954). Accordingly, the additional issues raised by Respondent for the first time in its brief to this Court are not properly before the Court.

II

RESPONDENT'S CONTENTION THAT THE REMOVED RESTRAINING ORDER WOULD HAVE EXPIRED AUTOMATICALLY UNDER STATE LAW IS WITHOUT MERIT

Respondent contends (Brief pp. 12-13, 18-22) that the restraining order obtained by the Employers in state court would have expired automatically in 15 days under state law, or in 20 days if continued by the court for good cause. Respondent asserts that Section 527 of the California Code of Civil Procedure "unequivocally fixes the duration of a temporary restraining order at a maximum period of twenty days" (Brief p. 19).

In fact, if the state court finds good cause therefor, a temporary restraining order may be continued pending trial of the case, as the Employers pointed out in their opening Brief (pp. 6-7, n. 3); *McDonald v. Superior Court,* 18 Cal.App.2d 652, 656-657 (1937). The cases cited by Respondent in support of its contention that the temporary restraining order expires automatically at the end of 15 days, or a maximum of 20 days, are not to the contrary. Those authorities recognize that a restraining order may remain in effect for a longer period of time, if the court issues an order continuing the restraining order in effect. See, *Sharpe v. Brotzman,* 145 Cal.App.2d 354, 358-359, 302 P.2d 668 (1956).

Moreover, Section 527 of the California Code of Civil Procedure does not purport to impose any limitation on the duration of a temporary restraining order *unless that order is granted without notice* to the adverse party. In the instant case the Union was indisputably on notice that the Employers were seeking a temporary restraining order in the Alameda County Superior Court on May 15, 1970. In fact, counsel for the Union was present in the courtroom and presented argument on behalf of the Union (R. 50-51). The court made its ruling after considering the Union's argument as well as that of the Employers. Therefore, it cannot be said that the temporary restraining order was granted by the Superior Court without notice to the Union. In these circumstances, the time limitations on temporary restraining orders set forth in Section 527 of the California Code of Civil Procedure are inapplicable.

III

THE REMOVED RESTRAINING ORDER COULD NOT HAVE BEEN IN EFFECT WHEN THE DISTRICT COURT RULED ON RESPONDENT'S MOTION TO DISSOLVE UNLESS SECTION 1450 CONTINUED THE ORDER IN EFFECT

Respondent assumes (Brief pp. 13, 21) that when the district court denied Respondent's motion to dissolve the removed restraining order on June 4, 1970, the court was not performing a vain act—that is, that the restraining order was still in effect at that time. However, according to Respondent's reading of California Code of Civil Procedure, Section 527 (Brief pp. 12-13, 18-22), the restraining order would have expired automatically 15 days after issuance had the case proceeded in state court, and was subject to the same time limitation after its removal to federal court. If Respondent is correct, and the removed restraining order was subject to state law and expired 15 days after issuance, then on June 4, 1970, when the district court denied the motion to dissolve, there was no order in effect and the district court's order denying the motion was a superfluous act.

To avoid this embarrassment, Respondent argues (Brief pp. 19-21) that the restraining order had a maximum state life of 20 days and therefore expired on June 7, 1970, rather than June 2, 1970. Respondent reaches its conclusion on the basis of sheer speculation that had the case not been removed, the restraining order would probably have been continued for five days (Brief p. 20). Yet if Respondent's interpretation of Section 527 is correct, the restraining order could not have survived longer than 15 days except

by order of the court, issued upon a showing of good cause. No such continuance was sought or granted. Therefore, the removed order could not have been in effect on June 4, 1970, by force of *state* law.

Only by admitting that the removed restraining order was continued in effect by Section 1450 can Respondent assert, as it does (Brief p. 13) that on June 4, 1970, when the district court issued its order denying the motion to dissolve, the removed restraining order was in effect and had additional time to run. Both Respondent and the district court necessarily assumed that the removed order remained in effect by reason of the express provision of Section 1450.

IV

RESPONDENT'S INTERPRETATION OF SECTION 1450 IS CONTRARY TO THE LANGUAGE OF THE STATUTE AND UNSUPPORTED BY THE CASE LAW

Respondent contends (Brief pp. 13-15, 22-25) that Section 1450 has no effect on the duration of a removed restraining order, and that in fact the statutory language imports any time limitation which would have been imposed by state law. Thus, on page 14 of its Brief, Respondent argues that the "full force and effect" to which Section 1450 refers "can only be ascertained by reference to the state law which gave it birth and defines its attributes." To give a removed order "full force and effect," Respondent contends, means to observe its expiration date under state law (Brief p. 14). Respondent amplifies its argument on

page 22 of its Brief, asserting that an integral part of the removed state order which must be given "full force and effect" is any time limitation which would govern the duration of the order under state law. Respondent then cites a number of cases (Brief pp. 24-25) allegedly standing for the proposition that federal jurisdiction on removal is derivative and that removal cannot add to the duration of an injunctive order.

Respondent's interpretation of Section 1450 is at odds with the plain language of the statute. To read the phrase "full force and effect" as including the duration of a removed order, rather than its scope, would contravene the provision of Section 1450 that removed orders shall remain in effect "until dissolved or modified by the district court." That quoted phrase specifically provides for the duration of removed orders. The result of following Respondent's interpretation would be to make the statute internally inconsistent, or the above-quoted phrase superfluous.

The cases cited by Respondent in its Brief (pp. 24-25) do not support its contention that the duration of a removed order depends upon its duration under state law. Rather, those cases hold that if the state court lacks jurisdiction over the case at the time when the case is removed to federal court, the federal court does not acquire jurisdiction to hear the case. Thus, in *In re Chicago Rapid Transit Co.*, 192 F.2d 206 (7th Cir. 1951), a workmen's compensation claimant sought review of an arbitration decision in state court. The state court lacked jurisdiction to review arbitration

decisions. On removal, the federal court had no additional or different jurisdiction, and the case was dismissed. *A. J. Curtis & Company v. D. W. Falls, Inc.*, 305 F.2d 811 (3d Cir. 1962), involved substantially similar facts: The state court lacked jurisdiction over a petition to vacate or modify an arbitration award. Therefore, the federal court lacked jurisdiction to hear the petition on removal.

In *Beecher v. Wallace*, 381 F.2d 372 (9th Cir. 1967), the Ninth Circuit held that defective state process cannot be completed after the case is removed to federal court. Thus, the federal court lacked removal jurisdiction. See also, *Meyer v. Indian Hill Farm*, 258 F.2d 287, 290 (2d Cir. 1958); *Shoaff v. Gage*, 163 F.Supp. 179 (D. Neb. 1958). Similarly, removal does not create jurisdiction over the parties or subject matter where it was lacking in the state court. *Minnesota v. United States*, 305 U.S. 382, 389 (1939); *Lambert Run Coal Co. v. Baltimore & Ohio Ry. Co.*, 258 U.S. 377 (1922); *Koppers Company v. Continental Casualty Company*, 337 F.2d 499, 501-502 (8th Cir. 1964); *Dunn v. Cedar Rapids Engineering Co.*, 152 F.2d 733 (9th Cir. 1945). However, removal of the case from state to federal court does not vacate an order issued by a state court having jurisdiction of the parties and subject matter prior to removal. *Duncan v. Gegan*, 101 U.S. 810 (1880).

Respondent's assertion (Brief pp. 23-24) that the purpose of Section 1450 is to give to a removed order the same duration that it would have had under state law if the case had not been removed is unfounded. In

fact, a different rule for removed orders may have been adopted by Congress for the reason that the district court is not acquainted with the circumstances under which the state-court order issued, as the state court would have been. It may thus have been deemed fairer to the plaintiff, who must accept the defendant's decision to change forum, to continue the state-court order in effect, rather than to terminate it at any expiration date which state law might prescribe. If under Section 1450 the restraint were to continue in effect for a longer period than state law might have allowed, that is a risk which the defendant takes when it removes the case. Moreover, such a rule would encourage the defendant to seek an early determination of the merits of the state order by moving in district court to dissolve or modify the order.

V

RESPONDENT'S INTERPRETATION OF SECTION 1450 WOULD LEAD TO DISPARITY IN THE TREATMENT OF REMOVED ORDERS FROM STATE TO STATE

If, as Respondent urges (Brief p. 25), this Court were to hold that the duration of removed orders is dependent upon the provisions of state law, the result of that ruling would be to subject litigants in federal court to disparate treatment according to the provisions of local law. Thus, where state law imposes no restrictions on the duration of restraining orders, the injunction would continue in effect after removal until such time as the district court in fact dissolved

or modified it. In states where the operation of injunctive orders was sharply limited, the removed order would expire automatically concurrently with or immediately after removal. Thus, in some districts the plaintiff would have the protection of notice and a hearing on a motion to dissolve or modify the removed order before it lost the benefit of the order, while in other districts in other states the plaintiff would lose that benefit without such protection.

If, on the other hand, all removed orders were to remain in effect until the district court reviewed them and ordered their dissolution or modification, then litigants would not be subjected to disparate treatment according to the state from which the case was removed.

Moreover, this result would entail a fairer distribution as between plaintiff and defendant of the burden of moving the case on to a hearing. The plaintiff is not in a position to remove the case. However, the defendant, against whom the order is to run, has the option of proceeding in state court at an order to show cause hearing or removing the case to federal court. When the defendant chooses to remove the case, he deprives the plaintiff of a hearing in the lower court through no fault of the plaintiff's. It should, therefore, be incumbent on the defendant to bring the merits of the order on for hearing by moving to dissolve the order in federal court.

VI

THE DISTRICT COURT'S DENIAL OF RESPONDENT'S MOTION TO DISSOLVE THE REMOVED RESTRAINING ORDER CONSTITUTED IN EFFECT THE GRANTING OF A PRELIMINARY INJUNCTION AND RESPONDENT'S OBJECTIONS ON PURPORTED PROCEDURAL GROUNDS ARE NOT WELL TAKEN

Respondent contends (Brief pp. 16-18, 34-43) that the removed restraining order was not converted into a preliminary injunction by the district court's denial of Respondent's motion to dissolve the injunction because the district court's order allegedly lacked procedural safeguards imposed by Rules 52(a) and 65(a)(1) of the Federal Rules of Civil Procedure on the issuance of preliminary injunctions. Thus, Respondent argues (Brief pp. 16-17, 34-38) that "notice", in the sense of a hearing and an opportunity to oppose the injunction, was not given to Respondent at the time that its motion to dissolve the removed restraining order was heard and determined by the district court. Respondent further argues that the order denying its motion to dissolve could not have constituted the granting of a preliminary injunction because the district court failed to set forth findings of fact and conclusions of law in support of its order (Brief pp. 17, 39).

Respondent's argument on purported procedural grounds is not well taken. Respondent cannot deny that it was on notice that the duration of the removed restraining order was to be argued and determined in the district court on the motion to dissolve. In fact, Respondent itself, by its motion to dissolve,

raised the issue of the propriety of allowing the removed order to remain in effect; obviously it was on notice that that issue was to be determined. In fact, Respondent obtained an Order Shortening Time (R. 35) to bring its motion to dissolve on for hearing at the earliest possible time. Respondent clearly had an opportunity to argue the facts when it appeared in the district court on May 27, 1970, and moved to dissolve the restraining order. At that time the district court took Respondent's motion under consideration and ultimately denied it. *Whether or not Respondent exhausted the possible legal grounds for its motion is not controlling. It is only important that Respondent had the opportunity to raise them.* See, *Carpenters' District Council, etc. v. Cicci,* 261 F.2d 5, 8 (6th Cir. 1958).

Respondent errs in its contention that the district court's failure to set forth findings of fact and conclusions of law precludes the court's order denying the motion to dissolve from constituting in effect the granting of a preliminary injunction. It is well established that the absence of findings does not destroy the jurisdictional basis of an injunctive order. *Urbain v. Knapp Bros. Mfg. Co.,* 217 F.2d 810, 816 (6th Cir. 1954); *Philadelphia Mar. L. Ass'n v. International Long. Ass'n, L. 1291,* 365 F.2d 295, 300 (3d Cir. 1966); *Hurwitz v. Hurwitz,* 136 F.2d 796, 799 (D.C. Cir. 1943); *Huard-Steinheiser, Inc. v. Henry,* 280 F.2d 79, 84 (6th Cir. 1960); *Leighton v. One William Street Fund, Inc.,* 343 F.2d 565, 567 (2d Cir. 1965). The purpose of findings is to enable both the party

restrained and the reviewing court to understand the factual and legal basis of the injunctive order. *Urbain v. Knapp Bros. Mfg. Co., supra,* 217 F.2d at 816; *Leighton v. One William Street Fund, Inc., supra,* 343 F.2d at 567. If a full understanding of the basis of the court's order can be gained without the aid of findings, then the district court's failure to make them does not require reversal of the judgment below. *Huard-Steinheiser, Inc. v. Henry, supra,* 280 F.2d at 84; *Philadelphia Mar. L. Ass'n v. International Long. Ass'n, L. 1291, supra,* 365 F.2d at 360; *Urbain v. Knapp Bros. Mfg. Co., supra,* 218 F.2d at 816.

In the instant case, the district court's order denying Respondent's motion to dissolve (R. 55-56) clearly set forth both the legal issue raised by the motion to dissolve and the court's conclusion and the legal grounds therefor. The Court had no factual issues before it.[1] The order denying the motion to dissolve was neither unclear nor vague to Respondent's prejudice. Therefore, the absence of formal findings and conclusions did not make the court's order fatally defective.

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[1]It should be noted that at no time did Respondent file an answer to the Employers' complaint for injunction. Therefore, the factual representations set forth in the complaint must be deemed admitted. Rule 8(d), Federal Rules of Civil Procedure, 28 U.S.C.

VII

THE PROVISIONS OF THE NORRIS-LAGUARDIA ACT ARE INAPPLICABLE TO THIS CASE

Respondent asserts that had the restraining order in this case issued in the district court, Section 7 of the Norris-LaGuardia Act would have limited its duration to five days (Brief pp. 29-30). Therefore, Respondent argues, to interpret Section 1450 as allowing a removed restraining order to remain in effect for a longer or indefinite time would subvert the requirements of the Norris-LaGuardia Act (Brief p. 30).

Respondent further argues that the district court's denial of the motion to dissolve did not constitute the granting of a preliminary injunction because certain prerequisites of injunctive relief set forth in Section 7 of the Norris-LaGuardia Act—namely, a hearing with oral testimony by witnesses and the filing of findings of fact and conclusions of law—were not satisfied (Brief pp. 38-39).

Finally, Respondent argues that this is not a case within the scope of *Boys Markets* because the dispute between the parties was not over an arbitrable issue, and that therefore to treat the denial of the motion to dissolve as the issuance of a preliminary injunction would violate Section 4 of the Norris-LaGuardia Act (Brief pp. 44-47).

Respondent's contentions must fall because this is not a labor dispute within the meaning of the Norris-LaGuardia Act. The underlying dispute between the Union and the Employers out of which this action arose concerned the continued existence of the parties'

collective bargaining agreement at the time when the Union took economic action against the Employers. The collective bargaining agreement contained a compulsory grievance procedure for the resolution of disputes between the parties (R. 9-10). The Employers were willing to comply with "each and every act" required of them under the collective bargaining agreement with the Union (R. 11), including the grievance provisions.[2] Consequently, injunctive relief is available under *Boys Markets*, and the Norris-LaGuardia Act does not apply.

It is well established that the question of the term or continued existence of a contract is an arbitrable issue. *Division No. 892, etc. v. M. K. & O. Transit Lines,* 210 F.Supp. 351, 356 (N.D. Okla. 1962), *reversed on other grounds,* 319 F.2d 488 (10th Cir. 1963), *cert. denied,* 375 U.S. 944 (1963); *Winston-Salem Printing Press. & A. U. v. Piedmont Pub. Co.,* 393 F.2d 221 (4th Cir. 1968); *A. Seltzer & Co. v. Livingston,* 253 F.Supp. 509 (S.D.N.Y. 1966), *aff'd,* 361 F.2d 218 (2d Cir. 1966). *Boys Markets v. Retail Clerks Union,* 398 U.S. 235 (1970), authorizes injunctive relief against strikes in violation of a contract over matters which the parties are bound to arbitrate. The instant case is within the scope of that decision.

Respondent relies on *Emery Air Freight Corp. v. Local Union 295, Teamsters,* 449 F.2d 586, 591 (2d

[2]The cases cited by the Union (Brief p. 45) holding that an order enjoining a strike must be conditioned on the employer's submission to arbitration are inapposite here, for the Employers did demonstrate their willingness to comply with all provisions of the agreement, and no order compelling them to do so was necessary.

Cir. 1971), *cert. denied,* 405 U.S. 1066 (1973), for the proposition that the dispute in the instant case is not arbitrable and is therefore subject to the Norris-LaGuardia Act. *Emery Air Freight* is easily distinguishable. The dispute in that case was whether an entirely new contract existed, a question which neither party regarded as arbitrable. *Emery Air Freight Corp. v. Local Union 295, Teamsters, supra,* 449 F.2d at 591. In contrast, the instant case involves the continued existence of a previously established collective bargaining agreement under which the parties are required to submit their disputes to the grievance procedure. Therefore, none of the provisions of Norris-LaGuardia apply to this case.

San Francisco, California,
January 4, 1974.

Respectfully submitted,

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Syllabus

GRANNY GOOSE FOODS, INC., ET AL. *v.* BROTHERHOOD OF TEAMSTERS & AUTO TRUCK DRIVERS, LOCAL NO. 70 OF ALAMEDA COUNTY, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

No. 72-1566. Argued January 8, 1974—
Decided March 4, 1974

Petitioner employers brought suit in California state court alleging that respondent Union was engaging in a strike in breach of collective-bargaining agreements. The court issued a temporary restraining order on May 18, 1970. Two days later the case was removed to federal court, and on June 4 the District Court denied the Union's motion to dissolve the restraining order. Strike activity then stopped and the labor dispute remained dormant until the Union, after the petitioners had refused to bargain, resumed its strike on November 30, 1970. Two days later the District Court, on petitioners' motion, held the Union in criminal contempt for violating the restraining order. The Court of Appeals reversed on the ground that the order had expired long before November 30, 1970, reasoning that under both state law and Fed. Rule Civ. Proc. 65 (b) the order expired no later than June 7, 1970, 20 days after its issuance, and rejecting petitioners' contention that the life of the order was indefinitely prolonged by 28 U. S. C. § 1450 "until dissolved or modified by the district court." *Held:*

1. Whether state law or Rule 65 (b) is controlling, the restraining order expired long before the date of the alleged contempt, since under the State Code of Civil Procedure a temporary restraining order is returnable no later than 15 days from its date, 20 days if good cause is shown, and must be dissolved unless the party obtaining it proceeds to submit its case for a preliminary injunction, and similarly, under Rule 65 (b), such an order must expire by its own terms within 10 days after entry, 20 days if good cause is shown. Pp. 431–433.

2. Section 1450 was not intended to give state court injunctions greater effect after removal to federal court than they would have had if the case had remained in state court, and it should be construed in a manner consistent with the time limitations of Rule 65 (b). Pp. 434–440.

(a) Once a case has been removed to federal court, federal law, including the Federal Rules of Civil Procedure, controls the future course of proceedings, notwithstanding state court orders issued prior to removal. The underlying purpose of § 1450 (to ensure that no lapse in a state court temporary restraining order will occur simply by removing the case to federal court) and the policies reflected in the time limitations of Rule 65 (b) (stringent restrictions on the availability of *ex parte* restraining orders) can be accommodated by applying the rule that such a state court pre-removal order remains in force after removal no longer than it would have remained in effect under state law, but in no event longer than the Rule 65 (b) time limitations, measured from the date of removal. Pp. 435–440.

(b) Accordingly, the order expired by its terms on May 30, 1970, under the 10-day limitation of Rule 65 (b) applied from the date of removal; hence no order was in effect on November 30, 1970, and the Union violated no order when it resumed its strike at that time. P. 440.

3. The District Court's denial of the Union's motion to dissolve the restraining order did not effectively convert the order into a preliminary injunction of unlimited duration. Pp. 440–445.

(a) That the Union may have had the opportunity to be heard on the merits of the preliminary injunction when it moved to dissolve the restraining order is not the controlling factor, since under Rule 65 (b) the burden was on petitioners to show that they were entitled to a preliminary injunction, not on the Union to show that they were not. Pp. 442–443.

(b) Where a court intends to supplant a temporary restraining order, which under Rule 65 (b) expires by its own terms within 10 days of issuance, with a preliminary injunction of unlimited duration pending a final decision on the merits or further order of the court, it should issue an order clearly saying so, and where it has not done so, a party against whom a temporary restraining order has issued may reasonably assume that the order has expired within Rule 65 (b)'s time limits. Here, since the only orders entered were a temporary restraining order and an order denying a motion to dissolve the temporary order, the Union had

no reason to believe that a preliminary injunction of unlimited duration had been issued. Pp. 443–445.

472 F. 2d 764, affirmed.

MARSHALL, J., delivered the opinion of the Court, in which DOUGLAS, BRENNAN, WHITE, and BLACKMUN, JJ., joined. REHNQUIST, J., filed an opinion concurring in the judgment, in which BURGER, C. J., and STEWART and POWELL, JJ., joined, *post*, p. 445.

George J. Tichy II argued the cause for petitioners. With him on the briefs was *Wesley J. Fastiff*.

Duane B. Beeson argued the cause for respondent. With him on the brief were *Victor J. Van Bourg* and *Bernard Dunau*.

MR. JUSTICE MARSHALL delivered the opinion of the Court.

This case concerns the interpretation of 28 U. S. C. § 1450,[1] which provides in pertinent part: "Whenever any action is removed from a State court to a district court of the United States . . . [a]ll injunctions, orders, and other proceedings had in such action prior to its removal shall remain in full force and effect until dissolved or modified by the district court." The District Court held respondent Union in criminal contempt for

[1] Title 28 U. S. C. § 1450:

"Whenever any action is removed from a State court to a district court of the United States, any attachment or sequestration of the goods or estate of the defendant in such action in the State court shall hold the goods or estate to answer the final judgment or decree in the same manner as they would have been held to answer final judgment or decree had it been rendered by the State court.

"All bonds, undertakings, or security given by either party in such action prior to its removal shall remain valid and effectual notwithstanding such removal.

"All injunctions, orders, and other proceedings had in such action prior to its removal shall remain in full force and effect until dissolved or modified by the district court."

violating a temporary restraining order issued by the California Superior Court on May 18, 1970, prior to the removal of the case from the Superior Court to the District Court. The Court of Appeals reversed, one judge dissenting, on the ground that the temporary restraining order had expired long before November 30, 1970, the date of the alleged contempt. 472 F. 2d 764 (CA9 1973). The court reasoned that under both § 527 of the California Code of Civil Procedure and Fed. Rule Civ. Proc. 65 (b), the temporary restraining order must have expired no later than June 7, 1970, 20 days after its issuance. The court rejected petitioners' contention that the life of the order was indefinitely prolonged by § 1450 "until dissolved or modified by the district court," holding that the purpose of that statute "is to prevent a break in the force of an injunction or a restraining order that could otherwise occur when jurisdiction is being shifted," 472 F. 2d, at 767, not to "create a special breed of temporary restraining orders that survive beyond the life span imposed by the state law from which they spring and beyond the life that the district court could have granted them had the orders initiated from the federal court." *Id.*, at 766.

As this understanding of the statute was in conflict with decisions of two other Circuits interpreting § 1450 to preclude the automatic termination of state court temporary restraining orders,[2] we granted certiorari. 414 U. S. 816 (1973). Finding ourselves in substantial agreement with the analysis of the Ninth Circuit in the present case, we affirm.

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[2] See *Appalachian Volunteers, Inc.* v. *Clark*, 432 F. 2d 530 (CA6 1970), cert. denied, 401 U. S. 939 (1971); *Morning Telegraph* v. *Powers*, 450 F. 2d 97 (CA2 1971), cert. denied, 405 U. S. 954 (1972). See also *The Herald Co.* v. *Hopkins*, 325 F. Supp. 1232 (NDNY 1971); *Peabody Coal Co.* v. *Barnes*, 308 F. Supp. 902 (ED Mo. 1969).

I

On May 15, 1970, petitioners Granny Goose Foods, Inc., and Sunshine Biscuits, Inc., filed a complaint in the Superior Court of California for the county of Alameda alleging that respondent, a local Teamsters Union, and its officers and agents, were engaging in strike activity in breach of national and local collective-bargaining agreements recently negotiated by multiunion-multiemployer bargaining teams. Although the exact nature of the underlying labor dispute is unclear, its basic contours are as follows: The Union was unwilling to comply with certain changes introduced in the new contracts; it believed it was not legally bound by the new agreements because it had not been a part of the multiunion bargaining units that negotiated the contracts; [3] and it

[3] This dispute was also the subject of a proceeding before the National Labor Relations Board. See *Airco Industrial Gases*, 195 N. L. R. B. 676 (1972). From the findings of fact in that proceeding, it appears that since 1964 it has been the practice in the trucking industry for representatives of a group of the various Teamsters locals and a group of various trucking employers to negotiate national agreements and supplemental agreements covering local areas. Agreements covering the 1967–1970 period had expired on March 31, 1970. Negotiations between the negotiating committees of the multiunion and multiemployer groups toward a contract for the 1970–1973 period began in January 1970 and continued in February and April. On April 29, the Teamsters negotiating committee approved the national and various supplemental agreements and on April 30, two representatives from each of the Teamsters locals in the multiunion group approved the agreements. Some time thereafter a nationwide referendum vote of all Teamsters members was conducted and it was determined that the employees had ratified the agreements.

The Union claimed it was not bound by the new agreements because it had made a timely withdrawal from the multiunion-multiemployer bargaining unit in a letter of January 28, 1970, to various employers, informing them of the Union's intention to negotiate a separate agreement from the national and supplemental